- 03-17	<sup>7</sup> -2004
Form PTO-1594 (Rev. 10/02) OMB No. 0651-9027 (Exp. 6/30/2005) Tab settings $\Rightarrow \Rightarrow \Rightarrow \qquad $	U.S. DEPARTMENT OF COMMERCE
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.
1. Name of conveying party(ies): Plochman, Inc.  Individual(s) General Partnership Corporation-State Other Additional name(s) of conveying party(ies) attached?  Additional name(s) of conveying party(ies) attached?  Merger Assignment Security Agreement Other Execution Date: 03/01/2004  4. Application number(s) or registration number(s):	2. Name and address of receiving party(ies)  Name: Bank One, NA  Internal Address: 1 Bank One Plaza  City: Chicago State: IL Zip: 60670*  Individual(s) citizenship  Association National  General Partnership  Limited Partnership  Corporation-State  Other  If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No
A. Trademark Application No.(s)  Additional number(s) att  5. Name and address of party to whom correspondence concerning document should be mailed:	B. Trademark Registration No.(s) See attached  ached  Yes No  6. Total number of applications and registrations involved:  13
Name:Nicole M. Walker Internal Address:_Neal, Gerber & Eisenberg LLP	7. Total fee (37 CFR 3.41)\$_340.00  Enclosed  Authorized to be charged to deposit account
Street Address:Two North LaSalle Street	8. Deposit account number: 502261
City: Chicago State: IL Zip: 60602-3801	
DO NOT USE	THIS SPACE
_	03/11/04  grature  r sheet, attachments, and document:

01 FC:8521 02 FC:8522

### **CONTINUATION 4B**

# TRADEMARK REGISTRATION NOS.

226,268
---------

319,069

818,805

937,684

962,986

1,408,812

1,941,537

2,104,371

2,179,027

2,189,621

2,312,643

2,683,497

2,714,186

# FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This First Amendment to Trademark Collateral Assignment and Security Agreement (the "Amendment") is made on the Let day of March, 2004 between Plochman, Inc. ("Assignor") and Bank One, NA, successor in interest by merger to American National Bank and Trust Company of Chicago (the "Bank").

WHEREAS, the parties to this Amendment previously entered into that certain Trademark Collateral Assignment and Security Agreement which is dated November 1, 1996 (the "Original Agreement"); and

WHEREAS, pursuant to paragraph 6 of the Original Agreement, the parties desire to amend Schedule A of the Original Agreement to include all trademarks, trademark applications, and trademark registrations presently owned by Assignor so that all such trademarks, trademark applications, and trademark registrations identified in Schedule A to this Amendment will be deemed "Trademarks" as defined in the Original Agreement and henceforth will be subject to all the provisions of the Original Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged by Assignor and the Bank, the parties agree as follows:

- 1. Pursuant to paragraph 6 of the Original Agreement, Schedule A to the Original Agreement is hereby amended and restated in its entirety by replacing it with Schedule A to this Amendment. The parties recognize and agree that certain trademarks, trademark applications, and trademark registrations appear on both the original schedule and the replacement schedule attached hereto, and that such trademarks, trademark applications, and trademark registrations shall be referred to herein as "Legacies". Those trademarks, trademark applications, and trademark registrations appearing only on the replacement schedule attached hereto shall be referred to herein as "New Collateral."
- 2. Consistent with paragraph 1 of the Original Agreement, Assignor reaffirms its assignment to the Bank of the Legacies, and further assigns to the Bank all of the New Collateral, in each case directly in accordance with all of the terms of the Original Agreement, including without limitation paragraph 1 thereof. Accordingly, the parties agree and acknowledge that both the New Collateral and the Legacies shall constitute "Trademarks" as such term is defined in the Original Agreement and that henceforth both the New Collateral and the Legacies will be subject to all the provisions of the Original Agreement.
- 3. The parties agree and acknowledge that this Amendment shall be recorded in the United States Patent and Trademark Office.
- 4. All terms, provisions and conditions provided for in the Original Agreement and all terms, provisions, and conditions provided for in that certain Continuing Security Agreement dated May 31, 2002 between Assignor and the Bank shall continue in full force and effect unless expressly modified by this Amendment. As used in the Original Agreement, the terms "this

Agreement," "herein," "hereof," "hereto" and words of similar import shall, unless the context otherwise requires, mean the Original Agreement as amended by this Amendment.

- 5. This Amendment shall be governed by and construed in accordance with the domestic laws of the State of Illinois, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Illinois.
- 6. This Amendment my be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first written above.

**ASSIGNOR:** 

PLOCHMAN, INC

Name: Carl M

Title: President & CEC

BANK:

BANK ONE, NA

Name: Julie M. Overton

Title: \_AUP

#### CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF ILLINOIS	S)
	) ss
COUNY OF COOK	)

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 4th day of March 2004, personally appeared Carl M Plochman III to me known personally, and who; being by me duly sworn, deposes and says that he is the President and CEO of Plochman, Inc. and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said President and CEO acknowledged said instrument to be the free act and deed of said corporation.

"OFFICIAL SEAL"
DIANE M. KINTZ
NOTARY PUBLIC STATE OF ILLINOIS
My Commission Expires 01/07/2008

Notary Public

My commission expires: 1/7/0

## **SCHEDULE A**

MARK	SERIAL/REG. NO.
CELEBRATIONS	76/404,858
CHICAGO FIRE	1,941,537
CHILI DOG	2,683,497
CREATING MAGIC WITH MUSTARD	2,189,621
KOSCIUSKO	1,408,812
MISCELLANEOUS DESIGN	2,312,643
MISCELLANEOUS DESIGN	937,684
PLOCHMAN	818,805
PLOCHMAN'S	962,986
PLOCHMAN'S "1852"	73/334,013
PLOCHMAN'S FREE	74/186,891
PLOCHMAN'S PREMIUM FREE	74/186,910 -
PREMIUM	226,268
PRETZEL MATE	2,179,027
RELTANG	319,069
SPICY PEPPA	2,104,371
THE MUSTARD LOVER'S	2,714,186

 $G: \b ank r\b rown ste \Credit Agmt Docs \ploch man sect rade mark. DOC$ 

**RECORDED: 03/12/2004**